

4-180412

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

CMA-CGM (AMERICA), INC., now known  
as CMA CGM (AMERICA) LLC,



08 CIV. 0180 (McMAHON)

Plaintiff,

- against -

SILVER LINE MOTORS, and  
ISMAIL ELABDALLAH,

MOTION FOR ENTRY  
OF JUDGMENT BY  
DEFAULT

Defendants.

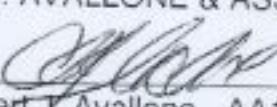
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PLEASE TAKE NOTICE that upon the affidavits of Albert J. Avallone, Esq., with Exhibits annexed thereto and Gregg Gendron,, and upon all prior papers and proceedings herein, plaintiff CMA-CGM (AMERICA), INC., now known as CMA CGM (AMERICA) LLC will move this Honorable Court at the United States District Court for the Southern District of New York, 500 Pearl St., New York, NY, before the Hon. Colleen McMahon, D.J., at a Courtroom and time to be set by the Court on July 31, 2008, for the entry of judgment by default in favor of plaintiff and against defendants SILVER LINE MOTORS and ISMAIL ELABDALLAH due to defendants' failure to respond to the Complaint, pursuant to Fed.R.Civ.P. 12.

Dated: New York, New York  
July 9, 2008

LAW OFFICES OF  
ALBERT J. AVALLONE & ASSOCIATES

By \_\_\_\_\_

  
Albert J. Avallone - AA1679  
Attorneys for Plaintiff  
CMA-CGM (AMERICA), INC., now  
known as CMA CGM (AMERICA) LLC  
551 Fifth Avenue, Suite 1625  
New York, NY 10176  
(212) 696-1760

4-180412

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

-----X

CMA CGM (AMERICA) LLC,

CV 08-00180 (McMAHON)

Plaintiff,  
- against -

SILVER LINE MOTORS, and  
ISMAIL ELABDALLAH,

AFFIDAVIT

Defendants.

-----X

STATE OF VIRGINIA                    )  
  )  
INDEPENDENT CITY                    )

) ss.:  
      )

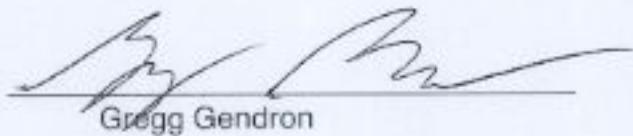
GREGG GENDRON, being duly sworn, deposes and says:

1. I am the Director of Credit and Collection for CMA CGM (AMERICA) LLC ("CMA"), the plaintiff in the referenced matter. As such, I am personally familiar with the facts and circumstances herein, and I make this affidavit in support of plaintiff's application for Judgment by Default against defendants SILVER LINE MOTORS, and ISMAIL ELABDALLAH.

2. CMA's records show that defendants SILVER LINE MOTORS, and ISMAIL ELABDALLAH were the shippers of goods carried on plaintiff's Vessels, and are the parties responsible to remit the pre-loading demurrage charges as set forth in the Complaint. Such charges are true and accurate pursuant to CMA's tariff, are the responsibility of defendants SILVER LINE MOTORS and ISMAIL ELABDALLAH, and remain unpaid, save for several invoices which have been reviewed by plaintiff prior to the submission of this motion. Those invoices, referred to in Schedule A submitted herein, have been reduced to zero.

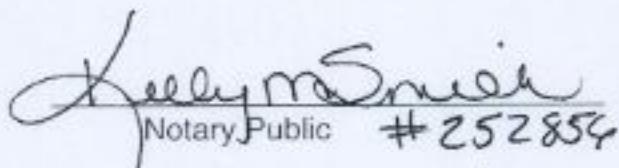
WHEREFORE, plaintiff prays for the entry of judgment by default against defendants SILVER LINE MOTORS, and ISMAIL ELABDALLAH.

Dated: Norfolk, Virginia  
July 7, 2008



\_\_\_\_\_  
Gregg Gendron

Sworn to before me this  
8 day of July, 2008



Kelly M. Smith  
Notary Public #252854

My Commission expires  
April 30, 2009

4-180412

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
CMA-CGM (AMERICA), INC., now known  
as CMA CGM (AMERICA) LLC,

08 CIV. 0180 (McMAHON)

Plaintiff,  
- against -

AFFIDAVIT FOR  
JUDGMENT BY  
DEFAULT

SILVER LINE MOTORS, and  
ISMAIL ELABDALLAH,

Defendants.

-----X  
STATE OF NEW YORK )  
 ) SS.:  
COUNTY OF NEW YORK )

ALBERT J. AVALLONE, being duly sworn, deposes and says:

1. I am a member of the Bar of this Court and am a member of the firm of the Law Offices of Albert J. Avallone & Associates, attorneys for the plaintiff in the above entitled action, and I am familiar with all the facts and circumstances in this action.
2. I make this affidavit in support of plaintiff's application for the entry of a default judgment against defendants SILVER LINE MOTORS, and ISMAIL ELABDALLAH.
3. This is an action to recover unpaid ocean freight owed by defendants to plaintiff for the transportation of certain goods of the defendants by the plaintiff.
4. Jurisdiction of the subject matter of this action is based on maritime jurisdiction.
5. This action was commenced by the filing of a Summons and Complaint. A copy of the Summons and Complaint was served on defendants

SILVER LINE MOTORS and ISMAIL ELABDALLAH on January 18, 2008 by personal service on Ismail Elabdallah, defendant and agent for service, and a proofs of service were filed. The defendants have not answered the Complaint and the time for the defendants to answer the Complaint has expired.

6. This action originally sought judgment for the liquidated amount of \$99,072.94 plus interest at 6% from the respective dates due, as shown by the annexed Statement, which is justly due and owing, and no part of which has been paid except as therein set forth.

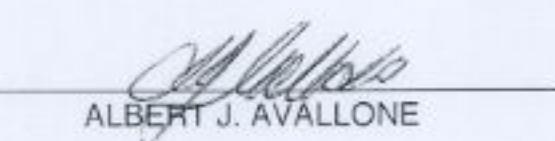
7. The disbursements sought to be taxed have been made in this action or will necessarily be made or incurred herein.

8. The individual defendant is neither an infant nor an incompetent, nor is he a member of the Military Services.

WHEREFORE, plaintiff requests the entry of Default and the entry of the annexed Judgment against defendants.

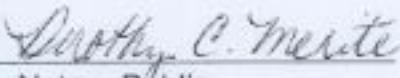
Dated: New York, New York

July 9, 2008



ALBERT J. AVALLONE

Sworn to before me this  
9th day of July, 2008



Dorothy C. Merite  
Notary Public

DOROTHY C. MERITE  
Notary Public, State of New York  
No. 31-4981997  
Qualified in New York County  
My Commission Expires 2/10/12

4-180412

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
CMA-CGM (AMERICA), INC., now known  
as CMA CGM (AMERICA) LLC,

08 CIV. 0180 (McMAHON)

Plaintiff,

- against -

SILVER LINE MOTORS, and  
SMAIL ELABDALLAH,

Defendants.

-----X  
STATE OF NEW YORK )  
 ) SS.:  
COUNTY OF NEW YORK )

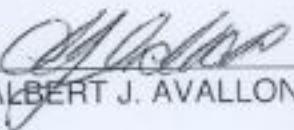
ALBERT J. AVALLONE, being duly sworn, deposes and says:

I am a member of the Bar of the Court and am a member of the firm of the Law Offices of Albert J. Avallone & Associates, attorneys for the plaintiff. As such, I am familiar with the facts and circumstances in the above entitled action.

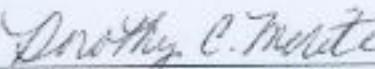
Jurisdiction of plaintiff's claim is based upon maritime jurisdiction.

In my opinion, this Court has jurisdiction over the persons and subject matter of this action.

Dated: New York, New York  
July 9, 2008

  
ALBERT J. AVALLONE

Sworn to before me this  
9th day of July, 2008



Notary Public

DOROTHY C. MERITE  
Notary Public, State of New York  
No. 31-4981097  
Qualified in New York County  
My Commission Expires Aug 12, 2011

4-180412

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X

CMA-CGM (AMERICA), INC., now known  
as CMA CGM (AMERICA) LLC,

08 CIV. 0180 (McMAHON)

Plaintiff,

STATEMENT

- against -

SILVER LINE MOTORS, and  
SMAIL ELABDALLAH,

Defendants.

-----X

Principal Amount Sued For:

EXHIBIT A

1. <u>Invoice NAEX0353373</u> .....	\$300.00
Interest at 6% from October 3, 2007 through July 31, 2008 .....	\$14.89
2. <u>Invoice NAEX0355150</u> .....	\$150.00
Interest at 6% from October 5, 2007 through July 31, 2008 .....	\$7.40
3. <u>Invoice NAEX0353374</u> .....	\$540.00
Interest at 6% from October 3, 2007 from July 31, 2008 .....	\$26.81
4. <u>Invoice NAEX0353375</u> .....	\$420.00
Interest at 6% from October 3, 2007 through July 31, 2008 .....	\$20.85
5. <u>Invoice NAEX0353377</u> .....	\$660.00
Interest at 6% from October 3, 2007 through July 31, 2008 .....	\$32.76
6. <u>Invoice NAEX0353378</u> .....	\$540.00
Interest at 6% from October 3, 2007 through July 31, 2008 .....	\$26.81

7.	<u>Invoice NAEX0353379</u>	\$540.00
	Interest at 6% from October 3, 2007	
	through July 31, 2008	\$26.81
8.	<u>Invoice NAEX0353380</u>	\$300.00
	Interest at 6% from October 3, 2007	
	through July 31, 2008	\$14.89
9.	<u>Invoice NAEX0353381</u>	\$540.00
	Interest at 6% from October 3, 2007	
	through July 31, 2008	\$26.81
10.	<u>Invoice NAEX033382</u>	\$540.00
	Interest at 6% from October 3, 2007	
	through July 31, 2008	\$26.81
11.	<u>Invoice NAEX0361795</u>	\$0.00
12.	<u>Invoice NAEX0361796</u>	\$0.00
13.	<u>Invoice NAEX0361797</u>	\$780.00
	Interest at 6% from October 18, 2007	
	through July 31, 2008	\$36.80
14.	<u>Invoice NAEX0361798</u>	\$780.00
	Interest at 6% from October 18, 2007	
	through July 31, 2008	\$36.80
15.	<u>Invoice NAEX0361799</u>	\$780.00
	Interest at 6% from October 18, 2007	
	through July 31, 2008	\$36.80
16.	<u>Invoice NAEX0361800</u>	\$780.00
	Interest at 6% from October 18, 2007	
	through July 31, 2008	\$36.80
17.	<u>Invoice NAEX0361801</u>	\$660.00
	Interest at 6% from October 18, 2007	
	through July 31, 2008	\$31.34
18.	<u>Invoice NAEX0361802</u>	\$780.00
	Interest at 6% from October 18, 2007	
	through July 31, 2008	\$36.80

19.	<u>Invoice NAEX0361803</u>	\$780.00
	Interest at 6% from October 18, 2007	
	through July 31, 2008	\$36.80
20.	<u>Invoice NAEX0361804</u>	\$780.00
	Interest at 6% from October 18, 2007	
	through July 31, 2008	\$36.80
21.	<u>Invoice NAEX0361805</u>	\$1,500.00
	Interest at 6% from October 18, 2007	
	through July 31, 2008	\$70.77
22.	<u>Invoice NAEX0361954</u>	\$540.00
	Interest at 6% from October 18, 2007	
	through July 31, 2008	\$36.80
23.	<u>Invoice NAEX0360870</u>	\$7,200.00
	Interest at 6% from October 17, 2007	
	through July 31, 2008	\$340.87
24.	<u>Invoice NAEX0360869</u>	\$0.00
25.	<u>Invoice NAEX0363862</u>	\$3,000.00
	Interest at 6% from October 23, 2007	
	through July 31, 2008	\$139.07
26.	<u>Invoice NAEX0363863</u>	\$660.00
	Interest at 6% from October 23, 2007	
	through July 31, 2008	\$30.60
27.	<u>Invoice NAEX0363864</u>	\$780.00
	Interest at 6% from October 23, 2007	
	through July 31, 2008	\$36.16
28.	<u>Invoice NAEX0352746</u>	\$0.00
29.	<u>Invoice NAEX0374327</u>	\$250.00
	Interest at 6% from September 27, 2007	
	through July 31, 2008	\$12.65
30.	<u>Invoice NAEX0388304</u>	\$5,356.00
	Interest at 6% from December 10, 2007	
	through July 31, 2008	\$206.02

31.	<u>Invoice NAEX0363868.....</u>	\$900.00
	Interest at 6% from October 23, 2007	
	through July 31, 2008 .....	\$41.72
32.	<u>Invoice NAEX0356254.....</u>	\$50.00
	Interest at 6% from October 2, 2007	
	through July 31, 2008 .....	\$2.49
33.	<u>Invoice NAEX0362625.....</u>	\$50.00
	Interest at 6% from October 19, 2007	
	through July 31, 2008 .....	\$2.35
34.	<u>Invoice NAEX0363869.....</u>	\$780.00
	Interest at 6% from October 23, 2007	
	through July 31, 2008 .....	\$36.16
35.	<u>Invoice NAEX0363870.....</u>	\$780.00
	Interest at 6% from October 23, 2007	
	through July 31, 2008 .....	\$36.16
36.	<u>Invoice NAEX0368471.....</u>	\$2,700.00
	Interest at 6% from October 30, 2007	
	through July 31, 2008 .....	\$122.05
37.	<u>Invoice NAEX0368961.....</u>	\$540.00
	Interest at 6% from October 31, 2007	
	through July 31, 2008 .....	\$24.32
38.	<u>Invoice NAEX0368474.....</u>	\$2,100.00
	Interest at 6% from October 30, 2007	
	through July 31, 2008 .....	\$94.93
39.	<u>Invoice NAEX0368475.....</u>	\$2,100.00
	Interest at 6% from October 30, 2007	
	through July 31, 2008 .....	\$94.93
40.	<u>Invoice NAEX0368983.....</u>	\$420.00
	Interest at 6% from October 31, 2007	
	through July 31, 2008 .....	\$18.92
41.	<u>Invoice NAEX0368476.....</u>	\$2,100.00
	Interest at 6% from October 20, 2007	
	through July 31, 2008 .....	\$94.93

42.	<u>Invoice NAEX0368477</u>	\$2,100.00
	Interest at 6% from October 20, 2007	
	through July 31, 2008	\$94.93
43.	<u>Invoice NAEX0368478</u>	\$1,800.00
	Interest at 6% from October 30, 2007	
	through July 31, 2008	\$81.37
44.	<u>Invoice NAEX0368479</u>	\$2,400.00
	Interest at 6% from October 30, 2007	
	through July 31, 2008	\$108.49
45.	<u>Invoice NAEX0368480</u>	\$2,400.00
	Interest at 6% from October 30, 2007	
	through July 31, 2008	\$108.49
46.	<u>Invoice NAEX0368481</u>	\$2,400.00
	Interest at 6% from October 30, 2007	
	through July 31, 2008	\$108.49
47.	<u>Invoice NAEX0368482</u>	\$1,800.00
	Interest at 6% from October 30, 2007	
	through July 31, 2008	\$81.37
48.	<u>Invoice NAEX0368483</u>	\$2,400.00
	Interest at 6% from October 30, 2007	
	through July 31, 2008	\$108.49
49.	<u>Invoice NAEX0368484</u>	\$2,700.00
	Interest at 6% from October 30, 2007	
	through July 31, 2008	\$122.05
50.	<u>Invoice NAEX0364111</u>	\$3,000.00
	Interest at 6% from October 23, 2007	
	through July 31, 2008	\$139.07
51.	<u>Invoice NAEX0368485</u>	\$3,900.00
	Interest at 6% from October 30, 2007	
	through July 31, 2008	\$176.30
52.	<u>Invoice NAEX0369018</u>	\$300.00
	Interest at 6% from October 31, 2007	
	through July 31, 2008	\$13.51

53.	<u>Invoice NAEX0368487.....</u>	\$2,100.00
	Interest at 6% fro October 30, 2007	
	through July 31, 2008 .....	\$54.25
54.	<u>Invoice NAEX0368489.....</u>	\$2,400.00
	Interest at 6% from October 30, 2007	
	through July 31, 2008 .....	\$108.49
55.	<u>Invoice NAEX0368490.....</u>	\$1,200.00
	Interest at 6% from October 30, 2007	
	through July 31, 2008 .....	\$54.25
56.	<u>Invoice NAEX0388160.....</u>	\$540.00
	Interest at 6% from December 10, 2007	
	through July 31, 2008 .....	\$20.77
57.	<u>Invoice NAEX0388161.....</u>	\$540.00
	Interest at 6% from December 10, 2007	
	through July 31, 2008 .....	\$20.77
58.	<u>Invoice NAEX0388162.....</u>	\$660.00
	Interest at 6% from December 10, 2007	
	through July 31, 2008 .....	\$25.39
59.	<u>Invoice NAEX0388163.....</u>	\$780.00
	Interest at 6% from December 10, 2007	
	through July 31, 2008 .....	\$30.00
60.	<u>Invoice NAEX0388164.....</u>	\$780.00
	Interest at 6% from December 10, 2007	
	through July 31, 2008 .....	\$30.00
61.	<u>Invoice NAEX0388165.....</u>	\$540.00
	Interest at 6% from December 10, 2007	
	through July 31, 2008 .....	\$20.77
62.	<u>Invoice NAEX0388166.....</u>	\$540.00
	Interest at 6% from December 10, 2007	
	through July 31, 2008 .....	\$20.77
63.	<u>Invoice NAEX0388167.....</u>	\$780.00
	Interest at 6% from December 10, 2007	
	through July 31, 2008 .....	\$30.00

64. Invoice NAEX0388168..... \$540.00  
Interest at 6% from December 10, 2007  
through July 31, 2008 ..... \$20.77

Disbursements:

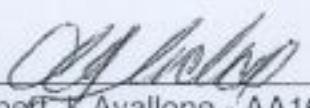
Clerk's Fee..... \$350.00

Total (as of July 31, 2008)..... \$84,225.10

Dated: New York, New York  
July 9, 2008

LAW OFFICES OF  
ALBERT J. AVALLONE & ASSOCIATES

By \_\_\_\_\_

  
Albert J. Avallone - AA1679  
Attorneys for Plaintiff  
CMA-CGM (AMERICA), INC., now  
known as CMA CGM (AMERICA) LLC  
551 Fifth Avenue, Suite 1625  
New York, NY 10176  
(212) 696-1760

4-180412

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
CMA-CGM (AMERICA) INC., now known  
as CMA CGM (AMERICA) LLC,

Plaintiff,  
- against -

08 CIV. 0180 (McMAHON)

CLERK CERTIFICATE

SILVER LINE MOTORS, and  
ISMAIL ELABDALLAH,

Defendants.

-----X

I, J. MICHAEL McMAHON, Clerk of the United States District Court for the Southern District of New York, do hereby certify that the docket entries in the above entitled action indicate that the Summons and Complaint herein were filed on January 9, 2008, and that defendants SILVER LINE MOTORS, and ISMAIL ELABDALLAH were served with copies of the Summons and Complaint on January 18, 2008 by personal service on Ismail Elabdallah, defendant and agent for service. I further certify that the docket entries indicate that the defendant has not filed an answer to the Complaint herein, and that the time to answer the Complaint has expired. The default of the defendants is hereby noted.

Dated: New York, New York  
July 9, 2008

*J. Michael McMahon*  
U.S. DISTRICT CLERK'S OFFICE  
SOUTHERN DISTRICT OF NEW YORK

Clerk

4-180412

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

X

CMA-CGM (AMERICA), INC., now known  
as CMA CGM (AMERICA) LLC,

08 CIV. 0180 (McMAHON)

Plaintiff,

- against -

DEFAULT JUDGMENT

SILVER LINE MOTORS, and  
ISMAIL ELABDALLAH,

Defendants.

X

This action having been commenced by the filing of a Summons and Complaint, and a copy of the Summons and Complaint having been served on defendants SILVER LINE MOTORS, and ISMAIL ELABDALLAH on January 18, 2008 by personal service on Ismail Elabdallah, defendant and agent for service of process, and proofs of service having been filed, and the defendants not having answered the Complaint, and the time for answering the Complaint having expired,

Now on motion of the Law Offices of Albert J. Avallone & Associates, attorneys for the plaintiff, it is

ORDERED, ADJUDGED AND DECREED that the plaintiff CMA-CGM (AMERICA), INC., now known as CMA CGM (AMERICA) LLC have judgment against defendants SILVER LINE MOTORS, and ISMAIL ELABDALLAH in the liquidated amount of \$80,256.00, with interest at 6% from the respective dates due amounting to \$3,619.10, plus the costs and disbursements of this action in the amount of \$350.00, amounting in all to \$84,225.10.

Dated: New York, New York  
July , 2008

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U.S.D.J.

ПАМЯТКА ПО ТЕХНИКЕ  
БЕЗОПАСНОСТИ

БЕЗОПАСНОСТЬ  
БЕЗОПАСНОСТЬ  
БЕЗОПАСНОСТЬ

Всеми, кто занимается производством и продажей пиротехники, рекомендуется ознакомиться с настоящим документом, чтобы избежать несчастных случаев.

При работе с пиротехникой

используйте личную  
защиту: перчатки  
и каску с маской.

При работе с пиротехникой  
необходимо держать руки  
на расстоянии не менее 100 см.

При работе с пиротехникой необходимо учитывать правила техники безопасности, а также соблюдать правила пожарной безопасности. Работа с пиротехникой должна проводиться в отдалении от зданий, деревьев, кустов, камней, металлических конструкций, автомобилей, людей и т.д. При работе с пиротехникой необходимо избегать попадания в глаза, на лицо, на одежду и на кожу. При работе с пиротехникой необходимо избегать попадания в глаза, на лицо, на одежду и на кожу.

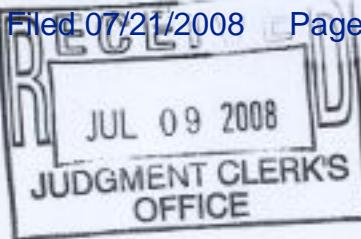
При работе с пиротехникой необходимо избегать попадания в глаза, на лицо, на одежду и на кожу.

При работе с пиротехникой необходимо избегать попадания в глаза, на лицо, на одежду и на кожу.

При работе с пиротехникой необходимо избегать попадания в глаза, на лицо, на одежду и на кожу.

4-180412  
UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
CMA-CGM (AMERICA), INC., now known  
as CMA CGM (AMERICA) LLC,



08(01)(01)

07 Civ 0540 (NRB)

Plaintiff,  
- against -  
SILVER LINE MOTORS, and  
ISMAIL ELABDALLAH,  
Defendants.

-----X

#### CONCLUSION

#### MEMORANDUM OF LAW

##### Facts

This action was commenced seeking \$99,072.94 in unpaid ocean freight and tariff regulated pre-loading detention charges. Defendants were served on January 18, 2008, and failed to answer. Since the inception of the action, the amount due has been reduced to \$80,256.00 in principal.

##### POINT I

#### THE COURT MAY ENTER

#### A DEFAULT JUDGMENT

Under Fed.R.Civ.P. 55(b)(2), the Court may enter a judgment by default, so long as the Court, in its discretion, can ascertain from the facts set forth in the Complaint that a judgment is warranted. Au Bon Pain v. Artec, Inc., 653 F.2d 61, at 65 (2d. Cir. 1981). Plaintiff submits that the affidavit of Gregg Gendron, together with the Complaint, Bills of Lading and invoices satisfies the requirement of sufficient proof of the accuracy of the allegations of the Complaint.

AFFIDAVIT OF SERVICE BY MAIL

CITY OF NEW YORK      )  
STATE OF NEW YORK    ) SS:  
COUNTY OF NEW YORK )

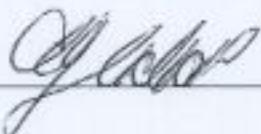
upon the following:

Ismail Elabdallah  
Silver Line Motors  
2619 Shaver St.  
Pasadena, TX 77501

William A. Petersen, Jr., Esq.  
277 East Peterson Loop  
Livingston, TX 77351

by depositing (a) true copy(ies) of the same securely enclosed in (a) postpaid wrapper(s) in a Post Office Box regularly maintained by the United States Government at 551 Fifth Avenue, New York, NY 10176, directed to the above mentioned individual(s) at his (their) respective address(es) above, that (these) being the address(es) within the State designated by him (them) for that purpose upon the preceeding papers in this action or the place where he (they) then kept an office, between such places, there then was and now is a regular communication by mail.

Deponent is over the age of 18 years.

  
\_\_\_\_\_  
*Dorothy C. Merite*

Sworn to before me this  
4th day of July , 2008

DOROTHY C. MERITE  
Notary Public, State of New York  
No. 31-4981997  
Qualified in New York County  
My Commission Expires 2/12/10